

**City of Phoenix**

OFFICE OF THE CITY ATTORNEY

SFUND RECORDS CTR

0217-91005

Roderick G. McDougall
City Attorney

July 26, 1990

Allyn Stern, Esquire
Office of Regional Counsel
U.S. Environmental Protection Agency
1235 Mission Street (RC-5)
San Francisco, CA 94103

CONFIDENTIAL FOR
SETTLEMENT PURPOSES
ONLY

Re: Phoenix-Goodyear Airport Superfund Site

Dear Allyn:

This to confirm our agreement in principle to settle and discharge any potential liability of the City of Phoenix with regard to certain soil and groundwater contamination at the Phoenix-Goodyear Municipal Airport, which is included within the Phoenix-Goodyear Municipal Airport Superfund Site. The general terms of this agreement are as follows:

1. Phoenix and the EPA will enter into a de minimis landowner consent decree pursuant to §122(g)(1)(B) of CERCLA, 42 U.S.C. §9622(g)(1)(B).

2. Phoenix will provide access to Goodyear Tire & Rubber Co. (or another entity performing the remedy) on the terms contained in the access agreement that has been negotiated between Goodyear Tire & Rubber and the City.

3. Phoenix will continue to exercise due care with respect to any hazardous substances on the Phoenix property.

4. Phoenix will pay the sum of \$120,000.00.

5. The EPA will provide Phoenix a covenant not to sue, contribution protection, and a full release for any liability that Phoenix may have at the Site, including response costs and EPA and State oversight costs, as provided by the terms of the consent decree.

6. The settlement will be based upon and consistent with the EPA's "Guidance on Landowner Liability under Section 107(a)(1) of CERCLA, De Minimis Settlements under Section 122(g)(1)(B) of CERCLA, and Settlements with Prospective Purchases of Contaminated Property," dated June 6, 1989.

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This agreement is subject to the following conditions:

1. Phoenix shall promptly provide you with a description of all available and relevant information, with supporting documentation, pertaining to Phoenix's eligibility for a de minimis settlement, as explained in the de minimis settlement guidance document.

2. The final settlement is subject to approval by the appropriate management officials of the EPA and Department of Justice.

3. The final settlement is subject to approval by the Phoenix City Council.

The terms of this agreement have been explained to, and approved by, the Phoenix City Manager, the appropriate Deputy City Manager, the City Attorney, and the Director of the City's Aviation Department. Each of these individuals has expressed support for this agreement as described above, and will recommend that the City Council approve it, provided that the remaining terms of the final consent decree serve the interests of the residents of Phoenix and are consistent with CERCLA.

Unless I soon hear from you to the contrary, I will assume that this letter accurately represents the terms of our agreement in principle. We appreciate the efforts that you, the regional staff, and Mr. Klotz have made to bring us to this point.

Very truly yours,



CRAIG J. REECE
Assistant City Attorney

Enclosure

cc: Robert Klotz
Christopher Thomas

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